payable there, to his creditor, to whom it is delivered, is not liable thereon to the creditor.

The validity of a contract of indorsement is ordinarily determined by the law of the place where the indorsement is made. *Union National Bank v. Chapman,* 169 New York, 538, 543. Every indorsement is presumed, unless the contrary appears, to have been made at the place where the instrument is dated or payable. *Daniels on Negotiable Instruments* (5th ed.), Sect. 728; *Chemical National Bank v. Kellogg,* 183 New York, 92. The Negotiable Instruments Law, enacted in nearly all the states, supports this doctrine. *Crawford on the Negotiable Instruments Law,* 58. Where a married woman indorses an accommodation note in a state where her common law disabilities have not been removed as to indorsement, dated and payable in that state, her contract is therefore of no effect. But if the note is dated or payable in another state, where her indorsement would be valid, and where the note is negotiated, she is liable on the note to a *bona fide* purchaser for value without notice, being estopped to show the true facts. *Chemical National Bank v. Kellogg,* 183 New York 92. Even in New Jersey, where a married woman is not liable as an accommodation indorser, her indorsement will be enforced as a New York contract in such a case. *Thompson v. Taylor,* 66 N. J. Law, 253. Another view is that even if the contract is to be regarded as of the place where she wrote the indorsement, she will be estopped to deny that her contract was made in another state. *Union National Bank v. Chapman, supra; Quaker City National Bank v. Showacre,* 26 W. Va., 52. Still another theory, upheld by many text writers, and supported by a number of decisions, is that an accommodation party's contract is made in the state where the instrument is first negotiated. *Daniels on Negotiable Instruments,* Sect. 868.

INFANTS—DEEDS—RATIFICATION.—SYCK v. HELLIER, 131 S. W., 30 (KY.).—*Held,* that the mere retention of the purchase money paid to an infant in consideration of his conveyance of real estate is not a confirmation of the deed after his attaining full age.

There is much conflict of opinion on the point as to whether mere acquiescence by an infant on attaining his majority will serve to ratify his prior contract. Some authorities hold that omission to disaffirm a contract within a reasonable time after attaining his majority will amount to ratification. *Hastings v. Dollarhide,* 24 Cal., 195; *Dolph v. Hand et al.,* 156 Pa. St., 91. But on the other hand there are many cases holding that mere acquiescence will not bar an infant from disaffirming his contract. *Tyler v. Gallop,* 68 Mich., 185; *Vaughan v. Parr,* 20 Ark., 600. Likewise, there is also much conflict among the authorities as to the effect of retention of the consideration of a contract by an infant after reaching majority. The weight of authority seems to hold that the retention of the consideration without disaffirmance for an unreasonable time will amount to ratification. *Robbins v. Eaton,* 10 N. H., 561; *Hubbard v. Cummings,* 1 Greenl. (Me.), 11. However, other cases hold that mere retention of the consideration does not ratify the purchase. *Benham v. Bishop,* 9 Conn.,

330. Furthermore, when the infant on reaching his majority still has the consideration, his subsequent disposal of the same to a third person will amount to ratification. *Henry v. Root,* 33 N. Y., 526. But the retention of proceeds of land purchased and sold during infancy is not a ratification. *Walsh v. Powers,* 43 N. Y., 23. If an infant elects to repudiate his contract on reaching majority, he must turn over whatever he has received by virtue of the contract, provided he still has the proceeds, as a condition precedent to disaffirmance. *Amer. Freehold Land Mortgage Co. v. Dykes,* 111 Ala., 178.

LANDLORD AND TENANT—LEASES—RELEASE OF SURETY.—TAYLOR V. DINSMORE, 124 N. Y. Supp., 936.—*Held,* that where a landlord fails to perform a covenant in a lease to adapt the premises to the tenant's business, in the absence of a rescission by the tenant, the sureties may not recover back bonds deposited to secure performance of the lease by the tenant.

The authorities seem to be in conflict with the principal case. The contract of a surety is to be construed strictly, and is not to be extended beyond the fair scope of its terms. *Miller v. Stewart,* 9 Wheat., 680; *Woodi Landlord and Tenant* (Second Ed.), Vol. 2, Sect. 470. And it is a general rule that any agreement between the creditor and principal which varies essentially the terms of the contract by which the surety is bound, without the consent of the surety, will release the surety. *United States v. Tillotson,* 1 Paine (C. C.), 305; *Blakey v. Johnson,* 13 Bush. (Ky.), 197; *Thompson v. Massie,* 41 Ohio St., 307. So a material alteration in the terms of the lease by the mutual agreement of the landlord and tenant, and without the consent of the surety, discharges the surety. *Taylor's Landlord and Tenant* (Eighth Ed.), Vol. 1, Sect. 424 b; *Penn v. Collins,* 5 Rob. (La.), 213. Consequently, where a lessor failed to repair and furnish a hotel as agreed, the sureties were released, although the lessees waived the right to demand the repairs and furnishing. *Stemo v. Sawyer,* 78 Vt., 5. And, on this principle, property which is pledged by a third person as security for the obligation of another will be released under the same circumstances as a surety personally bound. *Brandt on Suretyship,* Second Ed., Vol. 1, Sect. 34; *Price v. Dime Savings Bank,* 124 Ill., 317; *Davies County Bank v. Trust Co.,* 33 Ky. L. Rep., 457.

LANDLORD AND TENANT—SAFETY OF PREMISES—DUTY OF LANDLORD.—WASH V. SCHMIDT, 92 N. E., 496 (MASS).—*Held,* that since the rule of *caveat emptor* applies to leases of land, and the landlord is not impliedly bound to keep the premises in safe condition, the landlord did not impliedly warrant that a house rented, or the piazza thereof, was safe and fit for occupancy.

A lessee of land is a quasi-purchaser, and as such is bound to inspect the property before leasing it. He is subject to the principle of *caveat emptor.* The law implies no warranty on the part of the lessor as to the condition of the premises, and the lessee cannot complain that they were not at the commencement of the tenancy, in a habitable condition, or were not adapted to the tenant's purposes. *Minor and Wurts Real Property,*